AN	MENDMENT OF SOLICIT	ATION/MODIFICATION OF CON	NTRACT	1. CONTR	ACT ID CODE	PAGE OF PAGES 1  2
GS-35F-	MENT/MODIFICATION NO. -4381G/0001	3. EFFECTIVE DATE See Block 16C	4. REQUI	SITION/PURC	HASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED I		CODE	7. ADMIN	ISTERED BY	(If other than item 6) COD	E
Informat 1200 Per	mental Protection Agen tion Resources Manager nnsylvania Avenue, N.W gton, DC 20460	ment Service Center (3803R)				
8. NAME A	ND ADDRESS OF CONTRACTOR (NO	o., street, county, State and ZIP Code)		(√)	9A. AMENDMENT (	OF SOLICITATION NO.
COMPUT	TER SCIENCES.				9B. DATED (SEE ITE)	
CORPOR				İ	9B. DATED (SEE ITE	M 11)
7700 HU	BBLE DR					
Lanham-	-Seabrook, MD 20706				NO.	OF CONTRACT/ORDER
				( <b>√</b> )	GS-35F-4381G	
CODE FACI	LITY CODE					
[] The sh	ove numbered solicitation is among	11. THIS ITEM ONLY APPLIES TO ded as set forth in Item 14. The hour and date				not extended
2. ACCOUN N/A	ITING AND APPROPRIATION DATA		DIFICATIONS	E CONTRA	CTS/ORDERS	
	1	<ol> <li>THIS ITEM APPLIES ONLY TO MOI IT MODIFIES THE CONTRACT/ORE</li> </ol>				
(√)	A. THIS CHANGE ORDER IS ISSUE TRACT ORDER NO. IN ITEM 10	ED PURSUANT TO: (Specify authority) THE CHAN				
.,		RACT/ORDER IS MODIFIED TO REFLECT THI IN ITEM 14, PURSUANT TO THE AUTHORITY			such as changes in paying offic	се,
	c. THIS SUPPLEMENTAL AGREEM	MENT IS ENTERED INTO PURSUANT TO AUTH	HORITY OF:			
	D. OTHER (Specify type of modification	and authority)				
. IMPORTA	ANT: Contractor [X] is not,	[] is required to sign this document and r	returncopi	es to the issu	ing office.	
The purp	oose of this modification	ion (organized by UCF section headings, including solints in is to change/correct contract Deputy PO and clause.	number iten			and award document fro
Except as pro	ovided herein, all terms and conditi	ons of the document referenced in Item 9A or	r 10A, as heretofor	e changed, re	mains unchanged and in	n full force
	E AND TITLE OF SIGNER (Type or prin	90			E OF CONTRACTING OF	FICER (Type or print)
ISB. CON	TRACTOR/OFFEROR	15C DATE SIG		E LYLES	of AMERICA	16C. DATE SIGN
				lad	<u></u>	02/26/09
NSN 7540-01	(Signature of person authorized to sign) -152-8070		30-105	(Signature of	ontracting Officer)	STANDARD FORM 30 (REV 10-8
	DITION UNUSABLE		8			Prescribed by GSA FAR (48 CFR) 52.243

#### MODIFICATIONS TO THE CONTRACT

- 1. In accordance with FAR 43.103(b) the following is hereby changed/corrected and added as follows:
- a) Change/correct Contract Order number, item "4" page 1 on SF 1449 and award document from EP08H000773 to BPA 0775.
- b) Deputy Project Officer is hereby added:

Deputy Project Officer: Melissa Benton OFFICE OF RESEARCH AND DEVELOPMENT

Ronald Reagan Building 1300 Pennsylvania Ave., N.W. Rm # 41271 Washington, DC 20004

(202) 564-2293

(202) 565-2924

c) The following Clause is hereby added as follows:

# REIMBURSEMENT OF CONTRACTOR COST FOR AGENCY CLOSURES OTHER THAN APPROPRIATION HIATUSES

When the agency or any part thereof is closed as a result of factors such as weather conditions, natural disasters, Executive Orders, building hazards, or public safety, the Contractor shall follow the procedures below:

### (a) On-Site Contractors

For task order performance at Government facilities, the agencies will not reimburse Contractors for labor cost as a direct charge during the closure if the contractor does not perform the task order services. If the task order services can and are performed at a different location, contractors may be reimbursed for direct labor as direct charges. Contractors will not normally be reimbursed as a direct charge for labors cost for on-site employees who were unable to perform work as a result of the closure. These costs must be accounted for in accordance with any corporate policies they may have e.g., temporary reassignment to other projects, administrative or other leave, etc.

#### (b) Off-Site Contractors

Contractors working off-site of Government facilities will perform task order services and charge labor under their contracts in the same manner as any other work day. Closure of EPA facilities will not impact off-site performance charges to contracts. If the contractors elect to close at their own discretion and do not perform, they may not charge the cost of labor for employees under the Agency contracts ad a direct charge.

2. All other terms and conditions remain the same.

AMENDMENT OF SOLICI	TATION/MODIFICATION OF C	ONTRACT	1. CONTRAC	TIO CODE	PAGE OF PAGES.
AMENDMENT/MODIFICATION NO. GS-35F-4381G/0002	3. EFFECTIVE DATE See Block 16C	4. REQUIS	ITION/PURCHA	5: PROJECT NO. (Famplicable)	
ISSUED BY	CODE	7. ADMINI	STERED BY (X a	ther than item 6) CODI	E
nvironmental Protection Age nformation Resources Manag 200 Pennsylvania Avenue, N. Vashington, DC 20480	ement Service Center (3803R)				
NAME AND ADDRESS OF CONTRACTOR	No., street, county, State and ZIP Code)		(/) 9/	A. AMENDMENT O	F SOLICITATION NO.
OMPUTER SCIENCES ORPORATION 700 HUBBLE DR			91	B. DATED (SEE ITÉ)	e11)
anham-Seabrook, MD 20706			jt j	A. MODIFICATION	OF CONTRACT/ORDER
			(2) 10	SS-35F-4381G DB. DATED (SEE MES	(75)
DE FACILITY CODE		<u> </u>	<del>                                     </del>	2/08/08	
	14. THIS ITEM ONLY APPLIES	TO AMENDMENTS	OF SOLICITA	TIONS	
REJECTION OF YOUR OFFER. If by virtue	GNATED FOR THE RECEIPT OF OFFERS PR of this amendment you desire to change an' raterance to the solicitation and this amend A it received	offer already submitted	, such change r	nay be made by telegi	
/A	in the factor of				
	13. THIS ITEM APPLIES ONLY TO N				
(/) A. THIS CHANGE ORDER IS ISS	IT MODIFIES THE CONTRACT/C UED PURSUANT TO: (Specify methods) THE CH				
TRACT ORDER NO. IN ITEM					
	NTRACT/ORDER IS MODIFIED TO REFLECT THIN ITEM 14, PURSUANT TO THE AUTHOR			as changes in paying offic	
χ By Mutual Agreement	10 - and 1 - a	UTHORITY OF:			
D. OTHER (Specify type of modificati	on and authority)				
IMPORTANT: Contractor [] is not;	[X] Is required to sign this document and r	return 1 copiés	to the issuing o	office.	
	NTION (Organizad by UCF section treadings, including)				
The purpose	of this Modification to add tw	vo Provisions.	See attach	ad.	
	itions of the document referenced in Item 9.	A or 10A, as heretofore	changed, remai	ns unchanged and in	full force
d effect. A. NAME AND TITLE OF SIGNER (Type or )	(b)(4)	16A, NAM	AE AND TITLE C	F CONTRACTING OF	FICER (Type or pirks)
Sr. Principal Cont	racts Administrato	KELLY	L. LAEL		
SB. CONTRACTOR/OFFEROR (Signature of person authoritied to sign)	01/06/	SIGNED 16B. UNI	TED STATES OF	-Lall	16C. DATE SIGNE
(Signature of person suthergues to sign) ISN 7540-01-152-8070 REVIOUS EDITION UNUSABLE		30-105	(Signafule of Cont	acety Ottowi	STANDARD FORM 30 (REV 10-83 Prescribed by GSA FAR (48 CFR) 52:243

#### MODIFICATIONS TO THE CONTRACT

REIMBURSEMENT OF CONTRACTOR COSTS FOR AGENCY CLOSURES FOR OTHER THAN APPROPRIATION HIATUSES

When the Agency or any part thereof is closed as a result of factors such as weather conditions, natural disasters, Executive Orders, building hazards, or public safety, the Contractor shall follow the procedures below.

#### (a) On-Site Contractors

For contract performance at Government facilities, the Agency will not reimburse Contractors for labor costs as a direct charge during the closure if the contractor does not perform. If contract services can and are performed at a different location, contractors may be reimbursed for direct labor as direct charges. Contractors will not normally be reimbursed as a direct charge for labor costs for on-site employees who were unable to perform any work as a result of the closure. These costs must be accounted for in accordance with any corporate policies they may have, e.g., temporary reassignment to other projects, administrative or other leave, etc.

#### (b) Off-Site Contractors

Contractors working off-site of Government facilities will perform and charge labor under their contracts in the same manner as any other work day. Closure of EPA facilities will not impact off-site performance charges to contracts. If contractors elect to close at their own discretion and do not perform, they may not charge the cost of labor for employees under Agency contracts as a direct charge.

## OBSERVANCE OF LEGAL HOLIDAYS

The following holidays are observed by the Government and the normal operation of the facilities will be closed on these days:

New Year's Day
Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans' Day
Thanksgiving Day
Christmas Day
Any other day designated by Federal statute, Executive order, or the President's proclamation.

& * * P* * * *	MATRIT OF COLLOT	TIONIMACONICIOAT	ION OF COURS	CT	1. CONTRACT ID C	ODE	PAGE OF PAGES
	MENT OF SOLICITA			•		· · · · · · · · · · · · · · · · · · ·	1 2
2. AMENDMENT/M GS-35F-4381	1G/0003	3. EFFECTIVE DAT 02/25/09	E	4. REQUISITION/PURCHASE REQ. NO. 5.		5. PROJECT NO. (# applicable)	
6. ISSUED BY		CODE	, 1000 a 1	7. ADMIN	ISTERED BY (Hother tha	nitem 6). CODE	<u> </u>
	al Protection Agenc	•					
National Proc	curement Service Ce	enter (3803R)					
1200 Pennsyl	Ivania Avenue, N.W.						
Nashington,	DC 20460						
. NAME AND ADD	DRESS OF CONTRACTOR (No.	street, county, State and ZIP Con	(e)		(V) 9A.	AMENDMENT OF	SOLICITATION NO.
COMPUTER S	SCIENCES						
CORPORATION					∫ 9B,	DATED (SEE ITEM	77)
7700 HUBBLE	170 Page 10						
					10A.	MODIFICATION	OF CONTRACT/ORDER
Lannam-Seat	brook, MD 20706					NO.	
					GS-3	35F-4381G <i>i</i>	BPA 0775
					The second of th	DATED (SEE ITEM	13)
CODE FACILITY CO	ODE				02/08	3/08	
		11. THIS ITEM ONL	Y APPLIES TO AME	NDMENTS	OF SOLICITATION	NS.	
[] The above nur	imbered solicitation is amende	ed as set forth in Item 14.	The hour and date specif	ed for recei	pt of Offers [] is exte	ended.   ] is no	t extended.
MENT TO BE RECE N REJECTION OF Y etter, provided each	y separate letter or telegram w EVED AT THE PLACE DESIGN YOUR OFFER. If by virtue of t th telegram or letter makes ref AND APPROPRIATION DATA (	ATED FOR THE RECEIPT C his amendment you desire erence to the solicitation a	OF OFFERS PRIOR TO THE to change an offer alread	IE HOUR AN Ty submitter	ND DATE SPECIFIED W d, such change may be	IAY RESULT e made by telegra	am or
V/A							
	1:	3. THIS ITEM APPLIES	ONLY TO MODIFIC	ATIONS O	F CONTRACTS/OR	DERS,	
		IT MODIFIES THE C	ONTRACT/ORDER N	O. AS DES	SCRIBED IN ITEM	14	
	HIS CHANGE ORDER IS ISSUE RACT ORDER NO. IN ITEM 107		INTHOUSEN THE CHANGES S	ET FORTH I	N ITEM 14 ARE MADE	IN THE CON-	
	HE ABOVE NUMBERED CONTR propriation data sec ( SET FORTH)					inges in paying office	
52.2	IS SUPPLEMENTAL AGREEM			OF:			
<del></del>	17-9 Option to Exter		Contract				
B. OI	THER (Specify type of modification a	na somorny)	<u>,</u>				
E. IMPORTANT: C	Contractor [] is not, [X	] is required to sign this a	locument and return	copie	s to the issuing office.		
14. DESCRIPTION C	OF AMENDMENT/MODIFICATION	ON (Organized by UCF section he	radings including solicitation/c	entract subject	matter where feasible.)		
	The purpose o	f this Modification	to exercise Opt	ion Peri	od I.		
	*						
	r i			- baast-f			ull toes-
Except as provided and effect.	I herein, all terms and condition	ins of the document refere	nced in item 9A of TUA, a	s nerelbiore	changeu, remains un	enangeo ano m n	an torce
	TITLE OF SIGNER LEVE or print		.i	16A. NA	ME AND TITLE OF CO	NTRACTING OFF	ICER (Type or print)
(b)(4)		enior Princ	ipai	חאאום	c cill   CO		
Contract		ALOT	THE CATE COME		F. FULLER	PICA	I.SA BITTON
15B. CONTRACT	(b)(4)		15C DATE SIGNED	16B. UN	ITED STATES OF AME	CACO N	15C. DATE SIGNED
			2/25/09	1	HE	KOZ	02 25 200
	re of person authorized to sign)	. <u> </u>		105	(Signature of Contracting	Officer)	STANDADD FORM 20/DEV/40 00V
NSN 7540-01-152-86 PREVIOUS EDITION			30	105			STANDARD FORM 30 (REV 10-83) Prescribed by GSA FAR (48 CFR) 52.243

## MODIFICATIONS TO THE CONTRACT

1. Option Period I is exercised subject to the availability of funds. The Start Date and End Date for this period of performance are as follows:

Start Date 03/21/09 End Date 03/20/10

The Period of Performance shall extend through 3/20/10 or by the expiration date of the GSA Schedule.

AMENDMENT OF SOL	ICITATION/MO	DIFICATION OF C	ONTRACT	1. CONTI	RACT ID CODE	PAGE OF PAGES		
2. AMENDMENT/MODIFICATION NO. BPA 0775 0004		ECTIVE DATE Block 16 C	4. REQUIS	4. REQUISITION/PURCHASE REQ. NO. 5. PROJECT NO. (If applied				
6. ISSUED BY	CODE		7. ADMINI	7. ADMINISTERED BY (If other than item 6) CODE				
Environmental Protection A Information Resources Mar 1200 Pennsylvania Avenue. Washington, D.C. 204607	agement Servi	ce Center (3803R)	a a					
NAME AND ADDRESS OF CONTRACT	FOR (No., street, county, St	ate and ZIP Code)		(₹)	9A. AMENDMENT O	F SOLICITATION NO.		
COMPUTER SCIENCES								
CORPORATION					9B. DATED (SEE ITEM 11)			
7700 HUBBLE DR								
Lanham-Seabrook, MD 2070	06			7	10A, MODIFICATION OF NO.			
					GS-35F-4381G E			
			anno a mada anno da mada na da mada anno da m		10B. DATED (SEE ITEM 13 -02/08/08			
CODE FACILITY CODE					02/00/00			
	11. THIS	ITEM ONLY APPLIES	TO AMENDMENTS	OF SOLIC	ITATIONS			
etter, provided each telegram or letter m  2. ACCOUNTING AND APPROPRIATION  N/A								
		MAPPLIES ONLY TO MIES THE CONTRACT/C						
A. THIS CHANGE ORDER IS TRACT ORDER NO. IN I		TO: (Specify authority) THE Ch	IANGES SET FORTH II	ITEM 14 A	RE MADE IN THE CON-			
B. THE ABOVE NUMBERED appropriation date, etc.) SET		S MODIFIED TO REFLECT RSUANT TO THE AUTHOR		CHANGES	(such as changes in paying office	р,		
c. THIS SUPPLEMENTAL A  Mutual Agreemen			UTHORITY OF:					
D. OTHER (Specify type of mod	ification and authority)			· · · · · · · · · · · · · · · · · · ·				
E. IMPORTANT: Contractor [] is n	ot. [x] is required to	sign this document and re	eturn 1 copies t	o the issuin	g office.			
14. DESCRIPTION OF AMENDMENT/MOD	IFICATION (Organized b)	UCF section headings, including	solicitation/contract subject	matter where f	essible)			
Purchase Agreem The new period o	nent from a Bas f performance ttion of the GS	dification is to rev se Year and six-on for the SES3 Blanl schedule contract	e year options cet Purchase A	to one E greemer	Base Period of sevent is 03/21/2008 to	ven years. 03/20/2015		

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force

and effect.			
15A NAME AND TITLE OF SIGNER LType or print)	2	16A. NAME AND TITLE OF CONTRACTING OFFI	CER (Type or print)
Sr. Principal Contracts	Administrator	BAUTS R FULLY	
15B. CONTRACTOR/OFFEROR	15C DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(b)(4)	5/13/2009	1 talle	- 61.109
(Signature of person authorized to sign)		(Signature of Contracting Officer)	
NSN 7540-01-152-8070	30	-105	STANDARD FORM 30 (REV 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA FAR (48 CFR) 52.243

AMENDMENT OF SOLIC	ITATION/MODIFICATION OF C	ONTRACT 1. C	CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. BPA 0775 0005	3. EFFECTIVE DATE See Block 16 C	4. REQUISITION	PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY	CODE	7. ADMINISTER	ED BY (If other than item 6) CODE	
Environmental Protection Age Information Resources Manag 1200 Pennsylvania Avenue. N Washington, D.C. 204607	gement Service Center (3803R)		ķ .	
. NAME AND ADDRESS OF CONTRACTOR	(No., street, county, State and ZIP Code)		(/) 9A. AMENDMENT O	F SOLICITATION NO.
			<u> </u>	Secretary Commence State Commence (Secretary )
COMPUTER SCIENCES			9B. DATED (SEE ITEM 11)	<del></del>
ORPORATION			SO. SATES (SEETEM II)	
700 HUBBLE DR		anti-cons.		#
anham-Seabrook, MD 20706			/ 10A. MODIFICATION OF NO. GS-35F-4381G	
			10B. DATED (SEE ITEM 13	
ODE FACILITY CODE			02/08/08	
	11. THIS ITEM ONLY APPLIES	TO AMENDMENTS OF S	OLICITATIONS	
[] The above numbered solicitation is am	ended as set forth in Item 14. The hour and d			ot extended.
REJECTION OF YOUR OFFER. If by virtue ter, provided each telegram or letter make . ACCOUNTING AND APPROPRIATION DA	SIGNATED FOR THE RECEIPT OF OFFERS PR to of this amendment you desire to change and s reference to the solicitation and this amend TA (# required)	offer already submitted, such	change may be made by telegi	
N/A				1 11 20 20 20 20 20 20 20 20 20 20 20 20 20
	13. THIS ITEM APPLIES ONLY TO			
THE CHANGE OPPOSITION	IT MODIFIES THE CONTRACT/C SUED PURSUANT TO: (Specify authority) THE CI			· · · · · · · · · · · · · · · · · · ·
A. THIS CHANGE ORDER IS IS TRACT ORDER NO. IN ITEM		HANGES SET FORTH IN THE	THE ARE MADE IN THE CON-	
	ONTRACT/ORDER IS MODIFIED TO REFLECT RTH IN ITEM 14, PURSUANT TO THE AUTHOR		NGES (such as changes in paying offic	θ,
c. THIS SUPPLEMENTAL AGR  Mutual Agreement of	EEMENT IS ENTERED INTO PURSUANT TO A of the Parties	UTHORITY OF:		
D. OTHER (Specify type of modifica	tion and authority)			
	[x] is required to sign this document and r			
4. DESCRIPTION OF AMENDMENT/MODIFIC	CATION (Organized by UGF section headings, including	solicitation/contract subject matter	where feasible.)	
The purpose of this Agreement 0775.	bilateral modification is to de	lete the ceiling fron	the SES3 Blanket Po	urchase
·				
	nditions of the document referenced in Item 9.	A or 10A, as heretofore chan	ged, remains unchanged and in	full force
nd effect.		Davids F		FICER (Type or print)
	racts Administrato		ing Officer	16C. DATE SIGNE
(b)(4)		, )/	ETATES OF AMERICA	2   B   3   C
(Signature of person authorized to sign)		(Sign	eture of Contracting Officer)	
ISN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE		30-105		STANDARD FORM 30 (REV 10-83 Prescribed by GSA FAR (48 CFR) 52.243

AMENDMENT OF SOLICITATION/MO	DIFICATION OF CO	FICATION OF CONTRACT		PAGE	OF PAGES
				1.	
2. AMENDMENT/MODIFICATION NO. BPA 0775 0006	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHA	SE REQ. NO.	5. PROJECT NO. (IF	applicble)
6. ISSUED BY CODE	See Block 16C	7. ADMINISTERED BY	(If other than Item 6)	CODE	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	<u></u>	- ADMINISTERED BY	in other man nem of	CODE.	
Environmental Protection Agency Information Resources Management (3803R) 1200 Pennsylvania Avenue, N.W.	: Service Center				
Washington, D.C. 20460					
,	r, State and ZIP Code)		(X) 9A. AMENDMENT	OF SOLICIATION NO.	
COMPUTER SCIENCES CORPORATION					
7700 Hubble Drive			98. DATED (SEE)	rem 11)	7 71
Lanham-Seabrook, MD 20706		es:			
			10A, MODIFICATIO	N OF CONTRACT/ORDS	R NO.
				881G BPA 077	<sup>′</sup> 5
			10B. DATED (SE	E ITEM 13)	
CODE FAC	ILITY CODE		Feb 8,	2008	
The second secon	NLY APPLIES TO AMEN	DMENTS OF SOLIC	ITATIONS		
			· · · · · · · · · · · · · · · · · · ·		
The above numbered solicitation is amended as set forth in It			is exte	Linear	extended.
Offers must acknowledge receipt of this amendment prior to the h (a)By completing items 8 and 15, and returning	our and date specified in the so copies of the amendment; (b) By		200		
or (c) By separate letter or telegram which includes a reference to t DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AS	he solicitation and amendment ND DATE SPECIFIED MAY RESUL	numbers. FAILURE OF YO TIN REJECTION OF YOUR O	UR ACKNOWLEDGMENT TO DEFER. If by virtue of this am	BE RECEIVED AT THE PL	ACE
aiready submitted, such change may be made by telegram or lette amendment, and is received prior to the opening hour and date sp amendment.	ecilied.	act makes reference to the	solettation and this		
12. ACCOUNTING AND APPROPIRATION DATA (If required)					· · · · · · · · · · · · · · · · · · ·
IT MODIFIES TH	APPLIES TO MODIFICA E CONTRACT/ORDER NO	O. AS DESCRIBED IN	ITEM 14.		
CHECK ONE A. THIS CHANGL ORDER IS ISSUED PURSUANT TO NO. IN ITEM 10A.	: (Specify authority)	THE CHANGES SET FORTH	IN ITEM 14 ARE MADE IN THE	CONTRACT ORDER	
No. in the last sort					
	OF MODIFIED TO DESIGNET THE A	DAMAGE CHANGE	7.55		æ
B. THE ABOVE NUMBERED CONTRACT/ORDER appropriation date, etc. ) SET FORTH IN ITE C. THIS SUPPLEMENTAL AGREEMENT IS ENTER	M 14, PURSUANT TO THE AUTH	ORITY OF FAR 43.103(b).	such as chan	ges in paying office,	
Mutual Agreement of the		ui i oi.			
D. OTHER (Specify type of modification and auti					
E.IMPORTANT: Contractor is not,	s required to sign this do	ocument and return	1co	oles to the issuing	office.
14. DESCRIPTION OF AMENDMENT/MODIFICATION ( Organiz	red by UCF section headings, incl.	iding solicitation/contract s	ubject matter where feasible.)		
		u			
The suppose of this bileton	al modification	is to incorn	orato PAD 60 '	222-54 Emplo	numant.
The purpose of this bilater Eligibility Verification.	ar modification	is to incorp	Olace PAR 52.2	ording re-ss:	rymetre
Except as provided herein, all terms and conditions of the docume					
15A, NAME AND TITLE OF S.GNER (Type or print) (b)(4)	1	6A. NAME AND TITLE OF C David F. Full		(Type or print)	and the second s
Sr. Principal Contracts Ad	ministrator				
158. CONTRACTOR/OFFERON		Contracting 68 UNITED STATES OF AM		[16C.	DATE SIGNED
(b)(4)			10000	10	20121
(Signature of person authorized to sign)	─ 10/9/09 ·	(Signa)	ire of Contracting Officer)		1,1

NSN 7540-01-152-8070 Previous edition unusable

## 52.222-54 Employment Eligibility Verification (Jan 2009)

- (a) Definitions. As used in this clause-
- "Commercially available off-the-shelf (COTS) item"-
  - (1) Means any item of supply that is-
    - (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
    - (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1 (c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

"Employee assigned to the contract" means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

"Subcontract" means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

"United States", as defined in <u>8 U.S.C. 1101(a)(38)</u>, means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

- (b) Enrollment and verification requirements.
- (1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—
- (i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;
- (ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and
- (iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—
  - (i) All new employees.
- (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

- (B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or
- (ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).
- (3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2) respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.
- (4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—
  - (i) Enrollment in the E-Verify program; or
- (ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).
- (5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.
- (i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.
- (ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.
- (c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <a href="http://www.dhs.gov/E-Verify">http://www.dhs.gov/E-Verify</a>.
- (d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—
- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
- (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
- (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—
  - (1) Is for-

- (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
  - (ii) Construction;
  - (2) Has a value of more than \$3,000; and
  - (3) Includes work performed in the United States.

(End of clause)